IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.1195 OF 2003
IN
SUIT NO.1150 OF 2003

Vijetha D.Shenoy and Anr. .. Plaintiffs

Vs.

Allahabad Bank and Ors. ..Defendants

Mr.Sean Wassoodow for the plaintiffs

Mr.J.J.Bhambhalani for the defendant no.1

CORAM : S.U.KAMDAR, J
DATED : 16TH SEPTEMBER, 2005

P.C.:

1. The present motion is taken out by the plaintiff claiming that the plaintiff is bonafide purchaser without any notice as to the claim of the defendant bank. He has also contended that there is no valid mortgage in favour of the defendant bank. By the present motion he is seeking and injunction against defendant no.2 from taking any coercive measure including the said attachment in respect of the said flat. Under the provisions of s.41 sub clause (a) no injunction can be granted in the manner in which it has been sought by prayer

clause (a) of the motion. In that view of the matter motion dismissed. However, it is made clear that if the defendant no.2 seeks to exercise any right in respect of said flat then in such proceeding plaintiff will be entitled to raise defence that the plaintiff being bonafide purchaser without notice is not required to be affected. With the aforesaid clarification, motion is disposed of.